

Commander Navy Region Mid-Atlantic



Navy Housing Service Center Mr. Derrick Nelson Mr. Raeshaun Evans August 22 2019



Commander Navy Region Mid-Atlantic

Background:

Program Scope

- Family Housing (FH), Unaccompanied Housing (UH), Navy Gateway Inns & Suites (NGIS)
- FH: 77 employees, 9,675 homes both Gov't owned and PPV throughout the region
- UH: 107 employees, 118 Military Billets, 40,276 Gov't managed beds + 3,682 PPV beds throughout the region
- NGIS: 647 employees, 3545 hotel rooms
 - 105 NGIS buildings on 13 installations

Local eyes & ears / Navy voice at the deck plate

- Liaison and advocate for Sailors and military families
- Facilitate communications strategy and training program to educate, obtain and maintain support for GOVT and PPV housing
- Monitor PPV program oversight standards
- Monitor oversight mechanisms for customer satisfaction program



HOME FINDING SERVICES

- Counseling to assess needs for housing and related services
- Information on available housing choices, including Public Private Venture (PPV), Government, and economy housing
- HOMES.mil provides 24/7 access to view homes listed at the local Housing Office
- Housing application processing for PPV or Government housing
- Cost saving programs for economy housing
- Lease services, including lease review and explanation of terms
- OCONUS home finding services also include: showing services, translation services, and TLA support
- Outbound services to help with housing at one's next destination



ISSUE RESOLUTION

- Navy advocate when housing maintenance, health or safety issues arise
- Counselors available to help with landlord communication when there is an issue
- Liaison to military leadership and legal offices to address issues that cannot be resolved using HSC services

COST SAVINGS AND RELIEF PROGRAMS

- Rental Partnership Program (RPP)
- Deposit waiver programs
- Roommate finder programs
- Service Members Civil Relief Act (SCRA)

HOUSING DISCRIMINATION COMPLAINTS

 Navy advocate for complaints and advisement of rights

INSPECTION SERVICES

- Complaint inspections to assess damages and assist with issue resolution
- Health or safety inspections to document basic health and safety conditions in the home
- Check-in and check-out inspections

Sailor & Family Advocacy



PUBLIC PRIVATE VENTURE (PPV)

- How to Apply:
- PCS Orders
- Change of Homeport Certificate
- PAGE 2
- (Dependency Form) and child custody papers
- DD1746 Application for Housing
- Power of Attorney needed if service member is not present at the time of application by spouse/dependent
- A service member is entitled to a courtesy move as long as they apply within 30 days of reporting. If there are no PPV units available, the service member will be placed on the waiting list.



PUBLIC PRIVATE VENTURE (PPV)

Benefits:

- No security deposit when using allotment
- Rent = Basic Allowance for Housing (BAH) at the dependent rate
- No application fees
- No credit checks
- Includes most utilities...except cable/phone/internet
- Resident Energy Conservation Program (RECP) DON energy conservation initiative
- Lease 6 months
- Pet friendly, with no pet fees or deposits (Breed Restrictions)



PUBLIC PRIVATE VENTURE (PPV)

PPV OVERSIGHT:

- Condition Assessments
- Maintenance Work Orders
- Health and Safety Complaints
- Resident Satisfactory Surveys
- Resident Advisory Boards
- Unit Make Ready Inspections
- Movie –In Calls
- Monitoring Matrix



RENTAL PARTNERSHIP PROGRAM (RPP)

- How to Apply:
- Active Duty Only
- PCS Orders (in Hampton Roads)
- Current Leave and Earnings Statement (LES)
- E4 and below must be receiving BAH (or show proof of upcoming BAH)
- 6 months left on End of Active Obligated Service (EAOS)
- 6 months left on Projected Rotation Date (PRD)
- Rent may be required via allotment



RENTAL PARTNERSHIP PROGRAM (RPP)

Benefits:

- No credit checks (however, rental history can be a disqualifying factor or "one" full months' rent Security Deposit may be required)
- Security Deposit reduced or waived (with good rental history)
- 5% discount off of the current market rate of rent
- Units have been inspected by Housing Service Center



Realty Services Available

- Command Briefs / Command Indoctrination / Change of Homeport
- Homes.mil (Official DOD website)
- Homes.mil account management and assistance
- Short & long term rental listing service
- Purchase, Selling and Property Management agreement review
- Lease review and assistance
- VRLTA & SCRA (Mil Rights)
- Housing Early Assistance Tool (HEAT) for incoming military families inquiring about military housing in Hampton Roads



Realty Workshops

Home Buying...

- Finding your agent, Loans, Credit
- The Process, Home Inspections
- Lead Based paint

Home Selling...

- Seller Worksheet
- Short Sales, Foreclosures, VA Compromise Sales
- New Closing procedures

Property Management...

- Do it yourself?... Hire a professional?
- Eviction notices, Military Clause
- Move In...Move Out
- Lease writing assistance



Protect Your Rights As A Renter

10 Tips you should know:

- Be Prepared
- Navy Lease Review
- Avoid Disputes
- Protect your Privacy Rights
- Know your Rights
- Open Communications
- Purchase Renters Insurance
- Review Security Deposit Refund Procedures
- Review if your Neighborhood is Safe
- Know when to Fight and Eviction



LEASES (Military Clause)

Virginia Residential Landlord and Tenant ACT (state)

Cannot be waived

Servicemembers Civil Relief ACT (federal)

Can be waived

Terminating the lease under both of these laws end the contract. Lease termination under these laws **is not** a breach or failure to fulfill the contract and the landlord **may not** impose damages or collect repayment of the concession fee.



Security deposits

A landlord may not demand or receive a security deposit, however denominated, in an amount or value in excess of two months' periodic rent. Upon termination of the tenancy, the security deposit and any deductions, damages and charges shall be itemized by the landlord in a written notice given to the tenant, together with any amount due the tenant within 45 days after the termination date of the tenancy.

Where there is more than one tenant subject to a rental agreement, unless otherwise agreed to in writing by each of the tenants, disposition of the security deposit shall be made with one check being payable to all such tenants and sent to a forwarding address provided by one of the tenants. If no forwarding address is provided to the landlord, the landlord may continue to hold such security deposit in escrow. Upon the expiration of one year from the date of the end of the 45-day time period, the landlord may remit such sum to the State Treasurer as unclaimed property on a form prescribed by the administrator that includes the name, social security number, if known, and the last known address of each tenant on the rental agreement.



Security deposits

Provided the landlord has given prior written notice, the landlord may withhold a reasonable portion of the security deposit to cover an amount of the balance due on the water, sewer, or other utility account that is an obligation of the tenant to a third-party provider under the rental agreement for the dwelling unit, and upon payment of such obligations the landlord shall provide written confirmation to the tenant within 10 days thereafter, along with payment to the tenant of any balance otherwise due to the tenant. In order to withhold such funds as part of the disposition of the security deposit, the landlord shall have so advised the tenant of his rights and obligations, a termination notice to the tenant a vacating notice to the tenant, or a separate written notice to the tenant at least 15 days prior to the disposition of the security deposit.

The landlord shall notify the tenant in writing of any deductions provided by this subsection to be made from the tenant's security deposit during the course of the tenancy. Such notification shall be made within 30 days of the date of the determination of the deduction and shall itemize the reasons. Such notification shall not be required for deductions made less than 30 days prior to the termination of the rental agreement.



Security deposits

The landlord shall:

- 1. Maintain and itemize records for each tenant of all deductions from security deposits by reason of a tenant's noncompliance, or for any other reason during the preceding two years.
- 2. Permit a tenant, his authorized agent or attorney to inspect such tenant's records of deductions at any time during normal business hours.
- 3. Upon request by the landlord to a tenant to vacate, or **within five days** after receipt of notice by the landlord of the tenant's intent to vacate, the landlord shall provide written notice to the tenant of the tenant's right to be present at the landlord's inspection of the dwelling unit for the purpose of determining the amount of security deposit to be returned.
- 4. If the tenant desires to be present when the landlord makes the inspection, he shall so advise the landlord in writing who, in turn, shall notify the tenant of the time and date of the inspection, which must be made **within 72 hours** of delivery of possession. Following the move-out inspection, the landlord shall provide the tenant with a written security deposit disposition statement, including an itemized list of damages.
- 5. If the tenant has any assignee or sublessee, the landlord shall be entitled to hold a security deposit from only one party.



Security deposits

ISSUE RESOLUTION

Collect all information and documentation (from all parties)

Analyze all information and documentation (from all parties)

Process all information and documentation (from all parties)

Evaluate all information and documentation (from all parties)

Disseminate a possible solution for resolution (for all parties)

IF HSC IS UNABLE TO RESOLVE THE ISSUE, THE SERVICEMEMBER IS ADVISED TO SEEK LEGAL COUNSEL.



QUESTIONS?

COMMENTS?

RECOMMENDATIONS?

ADVISE?